



Where Quality Is A Lifestyle

September 25, 2007

PROPOSAL #P639

Gentlemen:

You are requested to submit a proposal for two (2) new utility tractors with rear mounted rotary mowers as per the specifications, requirements and information contained herein. All required information shall be included with your proposal. Any exceptions to the specifications or requirements shall be clearly explained in your proposal.

All questions and inquires concerning this request for proposals or the specifications shall be addressed to Tim Jones, Director of Purchasing, 140 Stonewall Avenue West, Fayetteville, Georgia 30214 from 8:00 a.m. to 5:00 p.m. The phone number is (770) 460-5730 extension 5420. Any deviations from this procedure for questions or information pertaining to request for proposals may result in your proposal being rejected.

Your proposal should be on the attached pricing sheet. All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **proposal number** and **reference** along with your company's name and address on the **sealed** envelope in which the proposal is returned.

PROPOSAL MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST
SUITE 101
FAYETTEVILLE, GEORGIA 30214
PROPOSAL #P639
REFERENCE: UTILITY TRACTORS WITH MOWERS

Proposals will be received at the above address until 3:00 p.m. Thursday, October 11, 2007 in the **Purchasing Department, Suite 101.** Proposals will be opened at approximately 3:00 p.m., October 11, 2007 and the names of the companies that responded will be read. Proposals must be signed to be considered. Late proposals will not be considered. Faxed proposals will not be considered.

If this request for proposals is downloaded from our web site, it is the responsibility of the individual or company that downloads this request for proposals to continue to check the Fayette County web site for any addenda that might come out for this request for proposals and are posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the request for proposals to a company or individual, we will keep a record of who we mailed that request for proposals to, and all addenda for that request for proposals will also be mailed to those companies or individuals.

The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities, and minor irregularities in proposals received.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Jones', with a stylized flourish at the end.

Tim Jones, CPPO
Director of Purchasing

TJ/tcb

GENERAL TERMS AND CONDITIONS

1. Preparation of Offers

- 1A. Offeror shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the offeror's risk.
- 1B. Each offeror shall furnish all information required. Erasures or other changes must be initialed by the person signing the offer. Offers must be signed by an authorized agent of the company.
- 2. The term "contractor" as used herein and elsewhere in these specifications shall be used synonymously with the term "successful offeror." The term "County" shall mean Fayette County.

3. Submission of Offers

- 3A. Offers and amendments shall be enclosed in sealed envelopes, addressed to the office specified in the request for proposal with the name and address of the offeror, the reference and proposal number on the face of the envelope.
- 3B. The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening of the proposals as set out in the request for proposal unless specifically excepted to in your offer.
- 3C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified, at no expense to the County. Unless otherwise specified, samples will be returned at the offeror's request and expense if items are not destroyed by testing.
- 3D. Fayette County shall not be responsible for the premature opening of a proposal not properly addressed and identified by proposal number and reference and/or delivered to an improper destination.
- 3E. In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

4. Evaluation of Offers

The evaluation of offers and the determination as to acceptability of products or services offered shall be the responsibility of the County. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, references or other information prior to award.

5. Non-Collusion

Offeror declares that the offer is not made in connection with any other offeror submitting an offer for the same services, and that the offer is bona fide and is in all respects fair and without collusion or fraud.

6. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next lowest satisfactory offeror, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the County for cost to the County in excess of the defaulted contract prices provided, however, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the Contractor to deliver materials or services within the time stipulated on his offer, unless extended in writing by the Purchasing Director, shall constitute contract default.

7. Patent Indemnity

The Contractor guarantees to save the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the Contractor is not the patentee, assignee or licensee.

- 8. None of the various County agencies, either individually or collectively, will be required to purchase any minimum amount during the term of this contract, nor will they be limited, either individually or collectively, to any maximum amount during the term of this contract.
- 9. The County reserves the right to increase or decrease quantities shown without penalty.

10. Ability To Perform

The offeror may be required, upon request, to provide to the satisfaction of the County that he/she has the skill, experience and the necessary facilities as well as sufficient financial and human resources to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the County, then the offer of such offeror may be rejected.

11. Rejection of Offers

Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of the offer.

- 12. All of the specifications and information contained in this request for proposal, unless specifically excepted to in writing and included with the offer, will form the basis of the contract between the successful offeror (the Contractor) and the purchaser. Caution should be taken by the offeror that all questions are answered in the spaces provided and all requested information is submitted.
- 13. Assignment of any contract resulting from this request for proposal will not be authorized.
- 14. This contract may be cancelled by either party upon submitting thirty (30) days written notice of intent to cancel to the other party.
- 15. The proposal opening is open to the public. After the process is completed and an award has been made, information may be obtained in the Purchasing Department at .25 per page. Prices and other information will not be given out over the phone. If you would like the information mailed to you, the proper amount of postage along with the total price for copying the information shall be received in Purchasing in advance. Make checks payable to the Fayette County Board of Commissioners.
- 16. If your Company has not previously applied to get on the Fayette County Bidders List, to insure your company is not omitted from participation in future bidding, it is important that you contact The Purchasing Department at 770-460-5730 Ext.5420 immediately to find out how to be placed on the Bidders List. Participation in this request for proposal does not automatically place a Company on the Master Bidders List.

FAILURE TO PERFORM

It is important to note that if a company is awarded all or part of this request for proposal, Fayette County expects the successful company to totally fulfill the contract and perform all duties there under satisfactorily, for the duration of the contract. Failure to so perform will result in said company being removed from the Fayette County Bidders List for that commodity.

WITHDRAWAL OF BIDS

Withdrawal of all or part of a bid submitted to the Fayette County Purchasing Department must be done prior to the bid opening. Bids may only be withdrawn after the bid opening with the permission of the Fayette County Director of Purchasing.

BIDDER RESPONSIBILITY

Please note that it is the responsibility of each bidder to completely read all of the specifications and requirements in this invitation for bids. After doing so, if you have questions, the questions shall be submitted in writing to the Fayette County Purchasing Department at least three (3) days or sooner before the bid opening. The successful bidder shall meet and be responsible for all of the specifications and requirements contained in this invitation for bids.

SPECIFICATIONS

Fayette County is requesting proposals for two (2) new utility type tractors for mowing grass on the right of way of county roads. One tractor shall be equipped with a rear mounted rotary mower, and the second shall be equipped with a side mounted rotary mower.

The proposal shall include;

1. Detailed specifications on make and model of tractor being proposed;
2. Specifications on make and model of mower attachment being proposed;
3. Warranty information for tractor and mower attachment being proposed;
4. Available extended warranties if any; and
5. Price information, (cost for new tractors, mowers, warranties and trade-in allowances)

GENERAL

The intended function of this equipment is to mow grass on the right-of-way of county roads in a safe and efficient manner. Equipment offered in this proposal shall be the manufacturer's latest design and most current production model.

Any materials, fixtures, or equipment proposed which are not in accordance with the intended functionality may be cause for rejection of that particular equipment.

INSPECTION AND TESTING

All accessory equipment shall be mounted and tested by the vendor in accordance with the manufacturer's specifications and to the complete satisfaction of the owner prior to delivery. At the time of delivery a complete inspection of the equipment will be made to ensure compliance with the County's specifications.

WARRANTY

The vendor shall provide the maximum standard warranty for this equipment. In addition to the manufacturer's standard warranty, the vendor shall quote an extended (full machine) warranty. The extended coverage should be quoted as an option and be attached to the proposal. The successful vendor shall be responsible for the performance of all warranty work at a location identified as part of the proposal. The vendor shall include a proposed pickup/delivery charge for transportation of equipment to and from service center, if any.

MANUALS

The successful vendor shall supply, upon delivery of the utility tractors, **two (2) copies** of each of the following manuals for each tractor:

1. Operation Manual;
2. Service and Repair Manual;
3. Parts Manual; and
4. Parts Manual in electronic format, if available.

TRAINING

The successful vendor shall provide sufficient on-site operator and preventive maintenance training at no additional cost to the County, up to four (4) hours, if needed.

DELIVERY

The successful bidder shall deliver the utility tractors to the Fayette County Public Works Facility located at 115 McDonough Rd. in Fayetteville, GA. 30215 fully serviced, and ready to operate. A delivery date shall be provided for each tractor and implement package.

“VALUE ADDED” BENEFITS

Other value added services offered at no cost to the County should be identified as part of each vendor's proposal. Examples include:

- Free loaner of a comparable size when customer unit is down for more than 24 hrs;
- On-site (Public Works) warranty service, if offered;
- 24-hour technical assistance hotline;
- Etc.

TRACTOR

- Straddle-mount type tractor;
- Canopy with ROPS – Roll Over Protection System;
- Padded Seat with enclosed holder/retractor for seat belt;
- Power Steering; and
- Minimum 15 Gallon fuel tank.

ENGINE

- Water cooled four cycle diesel engine;
- Minimum 52 H.P Engine;
- Minimum 44 H.P. at PTO; and
- Dual element dry type air filter.

DRIVE TRAIN

- Manual Transmission with a minimum of eight forward gears and two reverse gears; and
- Manual direct drive 540 RPM independent PTO.

ELECTRICAL SYSTEM

- 12 Volt electrical system;
- Two front work lights; and
- Two amber warning flashing lights on rear of tractor.

TIRES – LOW PROFILE

- Traction Type Tires on Rear;
- Ribbed Type Tires on Front;

ATTACHMENTS – MINIMUM REQUIREMENTS

- 60 inch rear mounted rotary mower;
- 540 RPM – 130 H.P. gear box;
- 10 gauge steel deck; and
- Counter weights for tractor (as needed for stability).

Vendors are encouraged to submit more than one proposal if other applicable tractor models are available that meet the intent of these specifications. Options such as enclosed cab with heating and air-conditioning will be considered by the County.

ADDITIONAL INFORMATION

Tractor unit with a side mower shall be appropriately sized for stability and long term functionality.

TRACTORS OFFERED FOR TRADE

Fayette County will consider trade in allowance for the following units:

Two (2) - 1998 New Holland 6640 SL Tractors
Serial # 086847B
Serial # 086872B

These tractors will be available for viewing at:

Fayette County Public Works
115 McDonough Rd.
Fayetteville, GA 30215

Proposals will be evaluated and awarded based on the following criteria:

- Features and specifications of proposed equipment;
- Warranties & extended warranties;
- Value added benefits;
- Trade-in allowances;
- Compliance with RFP criteria;
- Cost of new equipment;
- Location of nearest service center; and
- Delivery date.

EXCEPTIONS TO SPECIFICATIONS

[illegible]

Company Name: _____

PRICING SHEET

<u>Description</u>	<u>Proposed Price Per Tractor</u>
One (1) Utility Tractor with rear Mounted Rotary Mower	\$ _____
One (1) Utility Tractor with side Mounted Rotary Mower	\$ _____
TOTAL PROPOSED PRICE:	\$ _____

TRADE-IN ALLOWANCE

One (1) 1998 New Holland 6640 SL Tractor (Serial #086847B)	\$ _____
One (1) 1998 New Holland 6640 SL Tractor (Serial #086875B)	\$ _____
TOTAL TRADE-IN ALLOWANCE:	\$ _____

TOTAL PROPOSED PRICE INCLUDING TRADE-IN ALLOWANCE:

\$ _____

NOTE: All applicable charges shall be included in your total proposed price warranties, manuals, training, delivery, etc.

Company Name: _____

PRICING SHEET (CONTINUED)

State Length and Nature of Warranty_____

State Time Needed To Deliver Equipment after Notification of Award:_____

State Payment Terms_____

State Location of Your Nearest Service Center_____

State Length of Time After Proposal Opening Proposed Prices Shall Be Held Firm:

_____ Days.

Company Name:_____

INFORMATION SHEET

Company _____

Authorized Representative _____
(Print or Type)

Authorized Representative _____
(Signature)

Title _____

Mailing Address _____

Phone Number (____) _____

Fax Number (____) _____

Date _____

**If you do not submit a bid, indicate in writing
your reason(s) why and return that information
to the Purchasing Department. Failure to do so
may cause your company's name to be removed
from the bidders list.**